

# EXHIBIT A

# THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

Administration Office: 555 College Road East, Princeton, NJ 08543-5241  
800.305.4975

Statutory Office: 2711 Centerville Road, Suite 400 – Wilmington, DE 19805  
(a stock insurance company)

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY.**

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

## COMMON POLICY DECLARATIONS

Policy No. 1RA3GL0000179-01

Renewal of Number: 1RA3GL0000179-00

Policy Issue Date: 12/08/2015

Producer No. 802236

Named Insured and Mailing Address:

D Texas Investments Inc

PO Box 570427

Houston, TX 77257-0427

Originating Producer's Name and Mailing Address:

RMS Insurance Brokerage, LLC

100 Ring Road West, Suite 202

Garden City, NY 11530

Licensed Surplus Lines Producer:

RMS Insurance Brokerage, LLC

Mark Derrenberger

100 Ring Road West, Suite 202

Garden City, NY 11530

License Number: 1269228

NANDA: 802236

Policy Period:

From: 11/9/2015

To: 11/9/2016

at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: EXOTIC CLUBS W/COOKING

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial General Liability Coverage Part

Surplus Lines Tax

Surcharge

Stamping Fee

Total shown payable:

Forms applicable to all Coverage Parts: See Schedule of Forms and Endorsements

**Authorization:** In Witness Whereof, the Company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the Company

**The Princeton Excess and Surplus Lines Insurance Company**  
Hereinafter Referred To As The Company

  
Secretary

  
President

Date: 12/08/2015

Mark. D. Derrenberger

Authorized Representative

Date: 12/08/2015



Licensed Producer Signature, if required by law

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, INSURANCE IS PROVIDED TO THE ABOVE NAMED INSURED BY THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY.

THESE DECLARATIONS, TOGETHER WITH THE ATTACHED FORMS AND ENDORSEMENTS, AND ANY FORMS AND ENDORSEMENTS WE MAY LATER ATTACH TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY.

# THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

Administration Office: 555 College Road East, Princeton, NJ 08543-5241  
800.305.4975

Statutory Office: 2711 Centerville Road, Suite 400 – Wilmington, DE 19805  
(a stock insurance company)

POLICY NO. 1RA3GL0000179-01

PRIOR NO. 1RA3GL0000179-00

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

**NAMED INSURED:** D Texas Investments Inc

### FORM OF BUSINESS:

☐ Individual

☐ Partnership

☐ Joint Venture

Organization (Other than  
☒ Partnership or Joint Venture)

### LIMITS OF INSURANCE:

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)	\$	2,000,000.00
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$	2,000,000.00
PERSONAL & ADVERTISING INJURY LIMIT	\$	1,000,000.00
EACH OCCURRENCE LIMIT	\$	1,000,000.00
FIRE DAMAGE LIMIT	Any One Fire	\$ 100,000.00
MEDICAL EXPENSE LIMIT	Any One Person	\$ EXCLUDED
ASSAULT & BATTERY LIMIT	\$	1,000,000.00

### LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

D. HOUSTON INC DBA TREASURES 5647 WESTHEIMER, HOUSTON TX 77057 EXOTIC CLUB  
AHD HOUSTIN INC DBA CENTERFOLDS 6166 RICHMONT, HOUSTON TX 77057 EXOTIC CLUB  
D. RANKIN INC DBA TROPHY CLUB 1050 RANKIN RD, HOUSTON TX 77069 EXOTIC CLUB  
DWG FM INC DBA SPLENDOR 7440 W. GREENS RD, HOUSTON TX 77069 EXOTIC CLUB  
D. WESTWOD INC DBA TREASURES-LV 2801 WESTWOOD, LAS VEGAS NV 89109 EXOTIC CLUB  
WL YORK INC DBA COVERGIRLS 10310 W. LITTLE YORK, HOUSTON TX 77075 EXOTIC CLUB  
D PROCYON LLC DBA COVERGIRLS-LV 3355 PROCYON, LAS VEGAS NV 89102 EXOTIC CLUB

### PREMIUM:

#### RATING FACTORS:

#### CLASSIFICATION

#### Code No.

EXOTIC CLUBS W/COOKING  
LIQUOR LIABILITY  
ASSAULT & BATTERY  
PRODUCTS/COMPLETED OPS INCREASE  
BLANKET ADDITIONAL INSURED  
DAMAGE TO RENTED PREMISES INCREASE  
PER LOCATION AGGREGATE  
LIQUOR LIABILITY (NV)

EC-18  
LIQ-TX  
A&B  
PCOI  
BAI  
DTRPI  
PLA  
LIQ-NV

## FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE FORM:

Form #	Form Reference
CG 00 01 12 04	COMMERCIAL GENERAL LIABILITY FORM
CG 21 49 01 96	TOTAL POLLUTION EXCLUSION
PESGL2021 08 06	MINIMUM EARNED PREMIUM PROVISION
IL 00 21 11 85	NUCLEAR ENERGY LIABILITY EXCLUSION
21 01 11 85	EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS
21 35 10 93	EXCLUSION COVERAGES – C MEDICAL PAYMENTS
21 47 10 93	EMPLOYMENT RELATED PRACTICES EXCLUSION
1028	ASSAULT AND/OR BATTERY LIMITATION
1037	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
1056	BREACH OF CONTRACT/LEGAL LIABILITY EXCLUSION
1057	SWIMMING POOL OPERATIONS EXCLUSION
1067	EXCLUSION – DELIVERY SERVICES
1070	WARRANTY – RISK MANAGEMENT INSPECTION AND LOSS CONTROL STANDARDS COMPLIANCE
1075	DEDUCTIBLE LIABILITY INSURANCE – INCLUDING COSTS AND EXPENSES
1079	EXCLUSION – DRINKING GAMES
1090	COMMON POLICY CONDITIONS
1091	GENERAL EXCLUSIONS
1096	EXCLUSION – CROSS SUITS
2000	GENERAL LIABILITY COVERAGE CHANGES
2050	CONTRACTUAL LIABILITY ENDORSEMENT
2056	EXCLUSION – ACTION OVER ENDORSEMENT
2061	RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION
L003	LIQUOR LIABILITY COVERAGE
SLSOP	SERVICE OF PROCESS ENDORSEMENT
IL P 001 01 04	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE
TerrNotice05 01 11	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE POTENTIAL
Cond TerrNot 03 08 06	RESTRICTIONS TO TERRORISM COVERAGE
CG 21 73 12 02	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 21 87 01 07	CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TRIA)
AI 103	BLANKET ADDITIONAL INSURED - LESSORS OR LANDLORDS
04 35 02 02	EMPLOYEE BENEFITS LIABILITY COVERAGE (\$1M)
2052	PARKING OPERATIONS
1027 PL	AGGREGATE LIMITS OF INSURANCE
Form 2000 is amended with the removal of #6 Exclusion-Injury to Performers, #12 Exclusion-Flying Objects & 4	

COUNTERSIGNED \_\_\_\_\_

12/08 025

(Date)

BY \_\_\_\_\_

(Authorized Representative)



# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".



## f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".



(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

#### g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

#### h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and



- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

### b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

### d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

### e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

### g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

### h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

### i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

### j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

### k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

### l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**COVERAGE C MEDICAL PAYMENTS****1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.



- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by,
        - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- ### SECTION III – LIMITS OF INSURANCE
1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".



2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

##### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.



## 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

## 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":



- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

- 20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

## 21. "Your product":

### a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

### b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

## 22. "Your work":

### a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

### b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.



COMMERCIAL GENERAL LIABILITY  
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL POLLUTION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is replaced by the following:

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.


- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, re-conditioned or reclaimed.

### MINIMUM EARNED PREMIUM PROVISION

Named Insured D Texas Investments Inc	Endorsement Number
Policy Number 1RA3GL0000179-01	Endorsement Effective 11/9/2015 12:01 AM
Countersigned by  (Authorized Representative)	

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In consideration of the premium charged and subject to the terms, exclusions, limits and conditions of this policy, not in conflict herewith, it is agreed that the minimum earned premium due to us is twenty-five percent (25%) of the total invoiced annual policy premium, including any applicable taxes and surcharges, regardless of the actual term of the policy.

However, if this policy is canceled by us prior to the expiration date, the earned premium shall be computed pro-rata and the terms and conditions of this minimum earned premium provision shall be null and void.

**All Other Terms and Conditions Remain Unchanged.**



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

### **ALL COVERAGE PARTS WITHIN THIS POLICY**

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage:"**

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material," if:**

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste " at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured;" or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (a) Any "nuclear reactor;"
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.



COMMERCIAL GENERAL LIABILITY  
21 01 11 85

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Description of Operations:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.



**COMMERCIAL GENERAL LIABILITY**  
21 35 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – COVERAGE C – MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Description and Location of Premises or Classification:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule, Coverage C. MEDICAL PAYMENTS (Section I) does not apply and none of the references to it in the Coverage Part apply.

The following is added to SUPPLEMENTARY PAYMENTS (Section I):

8. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.



COMMERCIAL GENERAL LIABILITY  
21 47 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B. The following exclusion is added to paragraph 2., Exclusions of COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY (Section I – Coverages):

This insurance does not apply to:

"Personal injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

Policy #	1RA3GL0000179-01	Form Reference	1028
Issued to:	D Texas Investments Inc	By:	

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐  
☐

## ASSAULT AND/OR BATTERY – LIMITED COVERAGE

In consideration of the additional premium paid and evidenced on the Supplementary Declarations page:

- This endorsement replaces and supersedes Endorsement 2000 "General Policy Changes," item number (4) "Exclusion – Assault and/or Battery."
- This endorsement replaces and supersedes Endorsement 1091, "General Exclusions," "Exclusion – Abuse, Molestation, Sexual Assault", page 4, solely as it relates to sexual assault, sexual attack or rape.
- Section I - Coverages, Coverage A, 2. Exclusions, a. is deleted in its entirety and replaced with the following exclusion:
  - Expected or Intended Injury  
 "Bodily injury" or "property damage" expected or intended from the standpoint of any insured, or its "employees", patrons, customers, agents or any other person.
- Subject to the liability limits set forth below in item number 6, this insurance applies to any loss, claim, "suit", cost, expense, or liability for damages, directly or indirectly based on:
  - actual, alleged, threatened, provoked or unprovoked assault and/or battery, sexual assault, sexual attack or rape whether caused by or at the instigation of or direction of any insured, its "employees", patrons, customers, agents or any other person; or
  - failure of any insured or anyone else for whom any insured is or ever was legally responsible to prevent or suppress assault and/or battery or the failure to provide a safe environment; or
  - employment, investigation, supervision, training, reporting of or retention of a person for whom any insured is or ever was legally responsible and whose conduct is included in 4(a) or 4(b) above.
- Solely as respects to the coverage provided by this endorsement, "SUPPLEMENTARY PAYMENTS – COVERAGES A AND B" are excluded.
- Payment for judgments, settlements, defense costs, claim(s) or "suit(s)" to which this endorsement relates shall not exceed the limits of liability stated below:

For Each Occurrence:	1,000,000.00
In the Aggregate:	1,000,000.00
Deductible Each Occurrence:	\$0

- These limits are included in, and not in addition to, the Limits of Insurance shown on the Declaration Page of this policy. When the aggregate limit set forth in number 6 above has been exhausted, any duty to defend and/or indemnify immediately ends for any claim or "suit" already received and no further payments shall be made for any claim or "suit" related to this endorsement. "Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments, settlements or defense costs." Defense costs are defined as all internal and external costs of any nature associated with the administration, handling, investigation and defense of a claim or "suit."

Except as provided herein, all other terms, conditions, provisions, exclusions and endorsements of this policy remain the same and applicable.

Policy #	1RA3GL0000179-01	Form Reference	1037
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐  
☐

## LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

### SCHEDULE

**Premises:**

**Project:** EXOTIC CLUBS W/COOKING

D. HOUSTON INC DBA TREASURES 5647 WESTHEIMER, HOUSTON TX 77057 EXOTIC CLUB  
 AHD HOUSTIN INC DBA CENTERFOLDS 6166 RICHMONT, HOUSTON TX 77057 EXOTIC CLUB  
 D. RANKIN INC DBA TROPHY CLUB 1050 RANKIN RD, HOUSTON TX 77069 EXOTIC CLUB  
 DWG FM INC DBA SPLENDOR 7440 W. GREENS RD, HOUSTON TX 77069 EXOTIC CLUB  
 D. WESTWOD INC DBA TREASURES-LV 2801 WESTWOOD, LAS VEGAS NV 89109 EXOTIC CLUB  
 WL YORK INC DBA COVERGIRLS 10310 W. LITTLE YORK, HOUSTON TX 77075 EXOTIC CLUB  
 D PROCYON LLC DBA COVERGIRLS-LV 3355 PROCYON, LAS VEGAS NV 89102 EXOTIC CLUB

(If no entry appears above, information required to complete this endorsement, physical street address of insured's premises, will be shown in the Declarations of this policy)

Unless specifically excluded elsewhere in this policy, this insurance applies only to "bodily injury", "property damage" or "personal and advertising injury" solely arising out of:

1. The ownership or use of the premises, physical street address, shown in the schedule;
2. or the project shown in the schedule.

Except as provided herein, all other terms, conditions, provisions, exclusions and endorsements of this policy remain the same and applicable.



Policy #	1RA3GL0000179-01	Form Reference	1056
Issued to:	D Texas Investments Inc	By:	

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐  
☐

## EXCLUSION- LEGAL LIABILITY

This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, as a consequence of, resulting from or in any way related to:

- a. any claim for breach or alleged breach of contract or agreement, whether written, oral or implied, by any insured; or
- b. any claim of discrimination on the part of any insured or additional insured, whether intentional or unintentional, based upon a person's sex, sexual preference, marital status, race, creed, religion, national origin, age, physical capabilities, characteristics or condition, or mental capabilities or condition or any other special status; or
- c. any claim of violation of responsibilities, duties or obligations by any insured or additional insured of any of the following federal, state, local or municipal laws, statutes, rules or regulations, promulgated therefore or amendments thereto: the Civil Rights Acts, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Pregnancy Discrimination Act, the Immigration Reform Control Act, the Family and Medical Leave Act, workers compensation, unemployment or disability benefits or any other similar federal, state, local or municipal laws, statutes, rules or regulations, including common law, that prescribe responsibilities, duties or obligations of a similar nature; or
- d. any claim of the type referenced above in Legal Liability Exclusion (b) or Legal Liability Exclusion (c) against any insured or additional insured concerning facility or event seating or viewing; facility or event entrance, exit or access; or facility or event audio or visual systems or capabilities; or
- e. any claim of the type referenced above in Legal Liability Exclusion (b) or Legal Liability Exclusion (c) against any insured or additional insured concerning entrance or admission to an event, facility or business establishment or removal from an event, facility or business establishment.

**WE HAVE NO DUTY TO DEFEND ANY INSURED AGAINST ANY CLAIMS OR "SUITS" SEEKING DAMAGES FOR "BODILY INJURY" OR "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" IN REGARD TO THE MATTERS COVERED BY THIS EXCLUSION AND WE HAVE NO DUTY TO PAY DAMAGES IN REGARD TO THE MATTERS COVERED BY THIS EXCLUSION. IF A "SUIT" OR CLAIM IS BROUGHT AGAINST ANY INSURED WHICH CONTAINS ALLEGATIONS RELATING IN ANY WAY TO THE MATTERS COVERED BY THIS EXCLUSION, WE WILL HAVE NO OBLIGATION OR LIABILITY TO PAY SUMS OR PERFORM ACTS OR SERVICES. SUCH LACK OF COVERAGE, LACK OF DUTY TO DEFEND AND LACK OF DUTY TO PAY DAMAGES MAY RESULT IN FINANCIAL LOSS TO THE NAMED INSURED AND/OR TO THOSE PERSONS INSURED UNDER THIS POLICY.**

Except as provided herein, all other terms, conditions, provisions, exclusions and endorsements of this policy remain the same and applicable.

Policy #	1RA3GL0000179-01	Form Reference	1057
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐  
☐

## EXCLUSION- SWIMMING POOL

This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, as a consequence of, resulting from or in any way related to:

- a. any claim involving use, operation, maintenance or damages arising from a swimming pool; hot tub; swimming pool operational or recreational equipment; or swimming pool decking or deck equipment (including deck chairs, lounges, umbrellas or similar equipment);
- b. any claim involving the failure or omission of any insured or anyone else for whom any insured is legally responsible to properly supervise, monitor or prevent, suppress or control injuries or damages arising from a swimming pool; hot tub; swimming pool operational or recreational equipment; or swimming pool decking or deck equipment (including deck chairs, lounges, umbrellas or similar equipment);
- c. any claim involving the negligent or improper employment, contracting, investigation, supervision, training or retention of persons who monitor, supervise, control or maintain swimming pools; hot tubs; swimming pool operational or recreational equipment; or swimming pool decking or deck equipment (including deck chairs, lounges, umbrellas or similar equipment).

**WE HAVE NO DUTY TO DEFEND ANY INSURED AGAINST ANY CLAIMS OR "SUITS" SEEKING DAMAGES FOR "BODILY INJURY" OR "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" IN REGARD TO THE MATTERS COVERED BY THIS EXCLUSION AND WE HAVE NO DUTY TO PAY DAMAGES IN REGARD TO THE MATTERS COVERED BY THIS EXCLUSION. IF A "SUIT" OR CLAIM IS BROUGHT AGAINST ANY INSURED WHICH CONTAINS ALLEGATIONS RELATING IN ANY WAY TO THE MATTERS COVERED BY THIS EXCLUSION, WE WILL HAVE NO OBLIGATION OR LIABILITY TO PAY SUMS OR PERFORM ACTS OR SERVICES. SUCH LACK OF COVERAGE, LACK OF DUTY TO DEFEND AND LACK OF DUTY TO PAY DAMAGES MAY RESULT IN FINANCIAL LOSS TO THE NAMED INSURED AND/OR TO THOSE PERSONS INSURED UNDER THIS POLICY.**

Except as provided herein, all other terms, conditions, provisions, exclusions and endorsements of this policy remain the same and applicable.

Policy #	1RA3GL0000179-01	Form Reference	1067
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐  
☐

## EXCLUSION- DELIVERY SERVICES

This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to any:

1. "Delivery Services"; or
2. employment, hiring, investigation of, supervision, training, reporting of or retention of persons who are engaged in "Delivery Services".

"Delivery Services" means any act or omission in connection with the serving, delivery or transport of food, beverages, or other items of, or from the Named Insured to patrons or guests, outside the Designated Premises.

**WE HAVE NO DUTY TO DEFEND ANY INSURED AGAINST ANY CLAIMS OR "SUITS" SEEKING DAMAGES FOR "BODILY INJURY" OR "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" IN REGARD TO THE MATTERS COVERED BY THIS EXCLUSION AND WE HAVE NO DUTY TO PAY DAMAGES IN REGARD TO THE MATTERS COVERED BY THIS EXCLUSION. IF A "SUIT" OR CLAIM IS BROUGHT AGAINST ANY INSURED WHICH CONTAINS ALLEGATIONS RELATING IN ANY WAY TO THE MATTERS COVERED BY THIS EXCLUSION, WE WILL HAVE NO OBLIGATION OR LIABILITY TO PAY SUMS OR PERFORM ACTS OR SERVICES. SUCH LACK OF COVERAGE, LACK OF DUTY TO DEFEND AND LACK OF DUTY TO PAY DAMAGES MAY RESULT IN FINANCIAL LOSS TO THE NAMED INSURED AND/OR TO THOSE PERSONS INSURED UNDER THIS POLICY.**

Except as provided herein, all other terms, conditions, provisions, exclusions and endorsements of this policy remain the same and applicable.



Policy #	1RA3GL0000179-01	Form Reference	1070
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐  
☐

## WARRANTY- RISK MANAGEMENT INSPECTION AND LOSS CONTROL STANDARDS COMPLIANCE

The following additional conditions are added to "SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS" - COMMERCIAL GENERAL LIABILITY COVERAGE FORM and/or "F. ADDITIONAL CONDITIONS" - BUILDING AND PERSONAL PROPERTY COVERAGE FORM and/or "B. GENERAL CONDITIONS" - CRIME GENERAL PROVISIONS and/or "GENERAL CONDITIONS" - COMMERCIAL INLAND MARINE CONDITIONS" and/or "LIQUOR LIABILITY CONDITIONS" – LIQUOR LIABILITY COVERAGE FORM:

### 1. Risk Management Inspection (RMI) Compliance

As a condition of this insurance, you are required to comply with all our Risk Management Inspection (RMI) reports, recommendations, surveys, deficiency notification or mandates.

- a. We have a right to make inspections and surveys at any time, give you reports on the conditions we find and recommend changes;
- b. We are not obligated to make inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions are safe, healthful or comply with laws, regulations, codes or standards;

This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to the dangerous condition referenced in the written or oral notice, or the failure to comply with the associated RMI Deficiency.

### 2. Loss Control Standards (LCS) Compliance

As a condition of this insurance, you warrant that you are in compliance at all times during the term of this policy with all Loss Control Standards we provide you with notice of.

- a. This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to the failure to comply with Loss Control Standards;
- b. We are not obligated to establish or to provide you with Loss Control Standards and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions are safe, healthful or comply with laws, regulations, codes or standards.

Policy #	1RA3GL0000179-01	Form Reference	1070
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WE HAVE NO DUTY TO DEFEND ANY INSURED AGAINST ANY CLAIMS OR "SUITS" SEEKING DAMAGES FOR "BODILY INJURY" OR "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" IN REGARD TO THE MATTERS COVERED BY THIS EXCLUSION AND WE HAVE NO DUTY TO PAY DAMAGES IN REGARD TO THE MATTERS COVERED BY THIS EXCLUSION. IF A "SUIT" OR CLAIM IS BROUGHT AGAINST ANY INSURED WHICH CONTAINS ALLEGATIONS RELATING IN ANY WAY TO THE MATTERS COVERED BY THIS EXCLUSION, WE WILL HAVE NO OBLIGATION OR LIABILITY TO PAY SUMS OR PERFORM ACTS OR SERVICES. SUCH LACK OF COVERAGE, LACK OF DUTY TO DEFEND AND LACK OF DUTY TO PAY DAMAGES MAY RESULT IN FINANCIAL LOSS TO THE NAMED INSURED AND/OR TO THOSE PERSONS INSURED UNDER THIS POLICY.**

Except as provided herein, all other terms, conditions, provisions, exclusions and endorsements of this policy remain the same and applicable.

Policy #	1RA3GL0000179-01	Form Reference	1075
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐  
☐

## DEDUCTIBLE LIABILITY INSURANCE – INCLUDING COSTS AND EXPENSES

### SCHEDULE

Deductible:                      \$0.00                      PER CLAIM

- A. Our obligation under the Commercial General Liability Coverage Form to pay damages on your behalf applies only to the amount of damages, costs and expenses in excess of any deductible amounts stated in the Schedule above.
- B. The deductible amount stated in the Schedule above applies as follows:
- a. The deductible amount indicated in the Schedule above is on a per claim basis. That deductible applies to all damages, costs and expenses sustained by any one person because of "bodily injury," "property damage," or "personal and advertising injury" as the result of any one "occurrence;" and
  - b. If damages, costs and expenses are claimed for care, loss of services or death resulting at any time from "bodily injury," a separate deductible amount will be applied to each person making a claim for such damages, costs or expenses; and
  - c. The deductible shall apply, in addition to damages costs and expenses, to all "claims expenses". "Claims expenses" means fees charged by any lawyer, designated by the Company or required by law to defend you. "Claims expenses" also include all other fees, costs, and expenses resulting from the investigation, adjustment, defense or appeal of any claim including all costs taxed against you and any interest which accrues on any judgment, as well as premiums on any appeal bonds which may be required for the appeal of a covered claim.



Policy #	1RA3GL0000179-01	Form Reference	1075
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

- C. If we determine that any claim brought against you should be settled, we may utilize your deductible amount to effect settlement of any claim or "suit". You agree that we have the right to settle any claim, in our discretion, without your consent. Should you be notified that we intend to settle the matter, and that we intend to include as a part of that settlement amount your deductible, you agree to forward that amount to us within ten (10) days of notification. If you do not timely forward the amount to us we may, at our option, settle the matter, and request reimbursement from you. Under that circumstance, you shall promptly reimburse us for the amount of the settlement which we have paid which would be included in your deductible. If you choose not to forward the amount of your deductible for use in settlement, and we choose not to advance that amount for purposes of settlement, you agree that if the matter does not settle, that you will be liable for any additional costs, including any additional amount over and above the amount for which we could have settled the matter utilizing your deductible, if the matter is settled in the future, or if it goes to judgment, and if future settlement or judgment results in a greater amount than that for which we could have settled the case, at the time we requested and you refused to provide your deductible.

Except as provided herein, all other terms, conditions, provisions, exclusions and endorsements of this policy remain the same and applicable.

Policy #	1RA3GL0000179-01	Form Reference	1079
Issued to:	D Texas Investments Inc	By:	

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐  
☐

## EXCLUSION- DRINKING GAMES

This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to:

- a. The participation in, creating the atmosphere for, or allow alcoholic drinking games such as but not limited to beer pong, or other similar games;
- b. The consumption of alcoholic beverages through funnels or bongs;
- c. The "free pour" of alcoholic beverages. "Free pour" is defined as the service of alcoholic products without any measurement of quantity and without ultimate delivery to customer in glassware or other containers.

**WE HAVE NO DUTY TO DEFEND ANY INSURED AGAINST ANY CLAIMS OR "SUITS" SEEKING DAMAGES FOR "BODILY INJURY" OR "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" IN REGARD TO THE MATTERS COVERED BY THIS EXCLUSION AND WE HAVE NO DUTY TO PAY DAMAGES IN REGARD TO THE MATTERS COVERED BY THIS EXCLUSION. IF A "SUIT" OR CLAIM IS BROUGHT AGAINST ANY INSURED WHICH CONTAINS ALLEGATIONS RELATING IN ANY WAY TO THE MATTERS COVERED BY THIS EXCLUSION, WE WILL HAVE NO OBLIGATION OR LIABILITY TO PAY SUMS OR PERFORM ACTS OR SERVICES. SUCH LACK OF COVERAGE, LACK OF DUTY TO DEFEND AND LACK OF DUTY TO PAY DAMAGES MAY RESULT IN FINANCIAL LOSS TO THE NAMED INSURED AND/OR TO THOSE PERSONS INSURED UNDER THIS POLICY.**

Except as provided herein, all other terms, conditions, provisions, exclusions and endorsements of this policy remain the same and applicable.

Policy #	1RA3GL0000179-01	Form Reference	1090
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.



Policy #	1RA3GL0000179-01	Form Reference	1090
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

**E. Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

**F. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**G. Premium Basis**

One or more of the following symbols may be entered under the Premium Basis column of the Declarations. These symbols designate the basis used for determining your premium. The following are definitions of these symbols when used as a premium basis.

Symbol	Definition
A	"Area" means the total number of square feet of floor space at the insured premises, computed as follows: For entire buildings, by multiplying the product of the horizontal dimensions of the outside of the outer building walls by the number of floors, including basements, but do not use the area of the following: courts and mezzanine types of floor openings; portions of basements or floors where 50% or more of the area is used for shop or storage for building maintenance, dwelling by building maintenance employees, heating units, power plants or air-conditioning equipment. For tenants, determine the area they occupy in the same manner as for the entire buildings. The rates apply per 1,000 square feet of area.
B	"Budget" means total actual expenditures of the insured during the policy period for goods and services but not including capital expenditures for additions, improvements or repairs of plant or equipment.
C	"Total Cost" means the total cost of all work let or sublet in connection with each specific project including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work and all fees, bonuses or commissions made, paid or due; the rates apply per \$1,000 of total cost
F	"Funding" means all support from endowments and contributions plus revenue from operations. Money raised for capital improvements shall not be included.
M	"Admissions" means the total numbers of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.
P	"Payroll" means remuneration, which includes money or substitutes for money. Payroll includes: commissions, bonus, pay for holidays, vacations or periods of illness, extra pay for overtime in accordance with the manuals in use by us, payments by an employer or amounts otherwise required by law to be paid to employees, by statutory insurance or pension plans, such as the Federal Social Security Act, payments to employees on any basis other than time worked, such as piece work, profit sharing or incentive plans, payments or allowance for hand tools or power tools used by hand provided by employees and used in their work or operations for the insured, the rental value of an apartment or a house provided for an employee based on comparable accommodations, value of meals and lodging other than an apartment or house received by employees as part of their pay, the value of store certificates, merchandise, credits or any other substitute for money received by employees as part of their pay, the payroll of mobile equipment operators and their helpers, whether or not the operators are designated or licensed

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

	<p>to operate automobiles. If the operators and their helpers are provided to the insured along with equipment hired under contract and their actual payroll is not known, use 1/3 of the total amount paid out by the insured for the hire of the equipment, the payroll of executive officers and individual insureds and co-partners in accordance with the manuals in use by us, fees paid to employment agencies for temporary personnel provided to the insured, 90% of fees to personnel leasing firms for workers provided to the insured.</p> <p>Payroll does not include: tips and other gratuities received by employees, payments by an employer to group insurance or group pension plans for employees in accordance with the manuals in use by us, the value of special rewards for individual invention or discovery, dismissal or severance payments excepted for time worked or accrued vacations, the payroll of clerical office employees, the payroll of salesman, collectors or messengers or those employees engaged principally in any such duties away from the premises of the employer, the payroll of drivers and their helpers if their principal duties are to work on or in connection with automobiles, the payroll of aircraft pilots or co-pilots if their principal duties are to work on or in connection with aircraft in either capacity.</p>
S	<p>"Gross Sales" means: the gross amount charged by the named insured, concessionaires of the named insured or by others trading under the insured's name for all goods, services or products sold or distributed, operations performed, and rentals during the policy period. Inclusions: the following items shall not be deducted from gross sales: foreign exchange discounts, freight allowance to customers, total sales of consigned goods and warehouse receipts, trade and cash discounts, bad debt, and repossession of items sold on installments (amount actually collected).</p> <p>The following shall be deducted from gross sales: sales or excise taxes which are collected and submitted to governmental divisions, credits for repossessed merchandise and products returned; allowances for damaged and spoiled goods, finance charges for items sold on installments, freight charges on sales if freight is charged as a separate item on customers' invoice; and royalty income from patent rights or copyrights which are not product sales.</p>
U	<p>"Units" means: a single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together, or by a person living alone.</p>
L	<p>"Liquor Sales" means: the gross amount of revenue charged by the Named Insured concessionaires of the named insured or by others trading under the insured's name during the policy period for the sale of alcoholic beverages, and of other beverages used in connection therewith, including taxes, except taxes which the Named Insured collects as a separate item, and remits directly to a governmental division, for which accurate records are maintained apart from other receipts.</p>

**H. Calculation of Premium**

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

**I. Minimum and Fully Earned Premium**

1. In the event of an exhaustion of the limits covered by the policy, the premium charged for the policy shall be fully earned. Total loss is defined as the payment or reserving of the policy limits as listed or scheduled in the policy.
2. This policy is subject to a "minimum policy premium." "Minimum policy premium" means the premium that is calculated as follows:
  - a. The total policy premium shown in the declarations at policy inception; plus
  - b. Any premium adjustment by endorsement, plus



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

- c. Any additional premium developed by audit.
- 3. The "minimum earned premium" is 25% of the total "minimum policy premium".
- 4. If you cancel this policy, the return premium will be 90% of the pro rata balance of any remaining unearned premium but not less than the "minimum earned premium" nor less than the deposit premium charged at the policy inception.
- 5. It is further understood and agreed that cancellation for non-payment of premium shall be deemed a request by you for cancellation of this policy thereby activating the foregoing "minimum earned premium" provision.
- 6. Section IV - POLICY CONDITIONS, 5. Premium Audit, b., is deleted in it's entirety and replaced with "Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. Audits will not reduce the "minimum earned premium" nor the "minimum policy premium."

**J. Audit Provisions**

In the event there is insufficient information provided to us to accurately calculate the earned premium for the audit period, within 45 days from the close of the audit period, we will assume and assess an audit premium of 25% of the advance deposit premium.

Except as provided herein, all other terms, conditions, provisions, exclusions and endorsements of this policy remain the same and applicable.



Policy #	1RA3GL0000179-01	Form Reference	1091
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐  
☐

## GENERAL EXCLUSIONS

### EXCLUSION - ASBESTOS OR SILICA

This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to:

- the ownership, use, handling, possession of, or otherwise related in any way to asbestos or silica whether caused by, directly or indirectly, or at the instigation of or direction of any insured or an employee, contractor, temporary worker, agent or representative of an insured; or
- the cost of abatement, mitigation, removal or disposal of asbestos or silica; or
- any supervision, instructions, recommendations, warnings, or advice given or which should have been given in the connection (a), (b) above; or
- the negligent or improper employment, contracting, investigation, supervision, training, or retention of a person for whom any insured is or was at any time legally responsible and whose conduct would be excluded by (a), (b) or (c) above; or
- any obligation to share damages with or repay someone else who must pay damages because of such injury or damages in connection with (a), (b), (c) or (d) above.

### EXCLUSION- ORGANIC PATHOGEN

This insurance does not apply to:

- Any loss, claim, "suit", cost, expense, or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, related in anyway to, resulting from, caused or contributed to by "organic pathogens"; or
- The cost, expense or liability for testing, abatement, mitigation, removal or disposal of "organic pathogens"; or
- Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with "organic pathogens"; or
- Any obligation to share costs or expenses with or repay someone else who must pay costs or expenses because of such injury or damages.

"Organic pathogens" means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria or virus, including but not limited to their byproduct such as mycotoxin, mildew, or biogenic aerosol.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GENERAL EXCLUSIONS – CON'T**

### **EXCLUSION- COMMUNICABLE DISEASE**

This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to:

1. transmission or contraction of a communicable disease; or
2. failure to perform services which were either intended to or assumed to prevent communicable disease or their contraction or transmission to others.

Communicable Disease means an infectious disease transmissible from person to person by direct contact with an infected person or that person's discharges or bodily fluids, or by direct contact with an infected animal or that animal's discharges or bodily fluids.

### **EXCLUSION- BROAD FORM SECURITIES**

This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to any actual or alleged violation of:

1. the Securities Act of 1933;
2. the Securities Exchange Act of 1934; or
3. any rules or regulations of the Securities Exchange Commission adopted thereunder; or
4. any like Federal, State or Municipal statute or common law regulating securities similar to any the foregoing, all as they may be amended at any time; or
5. any rules or regulations adopted pursuant to any of the above laws or regulations, or any other Federal, State law, Municipal law or common law relating in any manner to securities.

Policy #	1RA3GL0000179-01	Form Reference	1091
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**GENERAL EXCLUSIONS – CON’T**

## **EXCLUSION- AIRCRAFT, AUTO OR WATERCRAFT**

Commercial General Liability Coverage Form: "SECTION I -COVERAGES, COVERAGE A, 2. Exclusions g." is deleted in its entirety and replaced by the following new Exclusion g.:

- g. This insurance does not apply to any loss, claim, "suit", cost , expense or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to:
1. the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by, rented or loaned to any insured. Use includes operation, training or monitoring of others, supervision, employment, hiring, leasing, renting, borrowing, lending, or "loading or unloading", whether owned or operated by any insured or others;
  2. the selection, supervision, hiring, employment, training or monitoring of others in connection with ownership, maintenance, use or entrustment to others, of any aircraft, "auto" or watercraft owned or operated by, rented or loaned to them. Use includes operation, training or monitoring of others, supervision, employment, hiring, leasing, renting, borrowing, lending, or "loading or unloading."

This exclusion does not apply to any aircraft, "auto" or watercraft which is not owned by any insured while used solely as a static prop or static display item for filming, stage or entertainment performance operations by any person or entity afforded coverage under this policy, provided the aircraft, "auto" or watercraft is not in operation or in motion.

## **EXCLUSION- GAMES AND AMUSEMENT DEVICES OR EQUIPMENT**

This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to any interactive amusement device, including but not limited to:

1. Mechanical Bull;
2. Mechanical Surfboard;
3. Jousting;
4. Dunking Booth; or
5. Any other interactive amusement or games, devices, equipment, machines, apparatus or contraptions.



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Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
GENERAL EXCLUSIONS – CON’T**

**EXCLUSION- LIQUOR**

Commercial General Liability Coverage Form: "SECTION I – COVERAGES, COVERAGE A., 2. Exclusions, c. Liquor Liability" is deleted in its entirety and replaced by the following:

**c.Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

**EXCLUSION- ABUSE, MOLESTATION, SEXUAL ASSAULT**

1. This insurance does not apply to any loss, claim, "suit", cost, expense, or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related, to any extent, to the actual or threatened abuse, molestation, exploitation, sexual assault, sexual attack, or rape of any person.
2. This insurance does not apply to any loss, claim, "suit", cost, expense, or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related, to any extent, to the employment, hiring, contracting of, investigation of, reporting of, supervision, training or retention of persons who are involved in any manner with the actual or threatened abuse, molestation, exploitation, sexual assault, sexual attack or rape of any person.

**EXCLUSION- PROFESSIONAL SERVICES**

The following exclusion is added to Commercial General Liability Coverage Form: "SECTION I – COVERAGES, Coverage A. Bodily Injury And Property Damage Liability, 2. Exclusions" and "Coverage B. Personal and Advertising Injury Liability, 2. Exclusions":

This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to the rendering of or failure to render any "professional service." Professional services include but are not limited to:

Medical Services, Emergency Medical Services, Health Care Services, Law Enforcement Services, Fire Fighting Services, Fire Prevention Services, Legal Services, Architectural Services, Engineering Services, Accounting Services, Financial Services, Investment Services, Surveying Services.

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Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
GENERAL EXCLUSIONS – CON’T**

**EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES**

This policy does not apply to punitive or exemplary damages. If a claim or “suit” is brought against the insured hereunder seeking compensatory damages and punitive or exemplary damages, this policy will not pay for any claim, costs, expense, interest, costs of defense or any damages or liability relating in any way to or attributable to punitive or exemplary damages.

**WE HAVE NO DUTY TO DEFEND ANY INSURED AGAINST ANY CLAIMS OR “SUITS” SEEKING DAMAGES FOR “BODILY INJURY” OR “PROPERTY DAMAGE” OR “PERSONAL INJURY” IN REGARD TO THE MATTERS COVERED BY THIS EXCLUSION AND WE HAVE NO DUTY TO PAY DAMAGES IN REGARD TO THE MATTERS COVERED BY THIS EXCLUSION. IF A “SUIT” OR CLAIM IS BROUGHT AGAINST ANY INSURED WHICH CONTAINS ALLEGATIONS RELATING IN ANY WAY TO THE MATTERS COVERED BY THIS EXCLUSION, WE WILL HAVE NO OBLIGATION OR LIABILITY TO PAY SUMS OR PERFORM ACTS OR SERVICES. SUCH LACK OF COVERAGE, LACK OF DUTY TO DEFEND AND LACK OF DUTY TO PAY DAMAGES MAY RESULT IN FINANCIAL LOSS TO THE NAMED INSURED AND/OR TO THOSE PERSONS INSURED UNDER THIS POLICY.**

Except as provided herein, all other terms, conditions, provisions, exclusions and endorsements of this policy remain the same and applicable.

Policy #	1RA3GL0000179-01	Form Reference	1096
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐  
☐

## EXCLUSION- CROSS SUITS

This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to any actions brought by any Insured:

- a. against any other Insured covered by this policy; or
- b. against any other Insured that has ownership interest in, is operated, controlled, or managed by or is a subsidiary of any such insured.

**WE HAVE NO DUTY TO DEFEND ANY INSURED AGAINST ANY CLAIMS OR "SUITS" SEEKING DAMAGES FOR "BODILY INJURY" OR "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" IN REGARD TO THE MATTERS COVERED BY THIS EXCLUSION AND WE HAVE NO DUTY TO PAY DAMAGES IN REGARD TO THE MATTERS COVERED BY THIS EXCLUSION. IF A "SUIT" OR CLAIM IS BROUGHT AGAINST ANY INSURED WHICH CONTAINS ALLEGATIONS RELATING IN ANY WAY TO THE MATTERS COVERED BY THIS EXCLUSION, WE WILL HAVE NO OBLIGATION OR LIABILITY TO PAY SUMS OR PERFORM ACTS OR SERVICES. SUCH LACK OF COVERAGE, LACK OF DUTY TO DEFEND AND LACK OF DUTY TO PAY DAMAGES MAY RESULT IN FINANCIAL LOSS TO THE NAMED INSURED AND/OR TO THOSE PERSONS INSURED UNDER THIS POLICY.**

Except as provided herein, all other terms, conditions, provisions, exclusions and endorsements of this policy remain the same and applicable.



Policy #	1RA3GL0000179-01	Form Reference	2000
Issued to:	D Texas Investments Inc	By:	

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐  
☐

## GENERAL POLICY CHANGES

### 1. EXCLUSION- NEW ORGANIZATIONS

"Section II - WHO IS AN INSURED, 3." does not apply.

### 2. EXCLUSION- VOLUNTEER WORKERS

This insurance does not apply to any loss, claim, "suit", cost, expense, or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to, the operations, actions, omissions or performance of a "Volunteer worker".

- "SECTION V-DEFINITIONS" is modified to add the following to definition: 20. "Volunteer worker" A "Volunteer worker" who receives a gift for his or her services, a free premium, free or discounted admission or other complimentary item or privilege shall not be considered to have been paid a fee, salary, other compensation nor be considered an "employee" due to the aforementioned compensation."
- "SECTION II-WHO IS AN INSURED" 2. is deleted in its entirety and replaced with:

"2. Each of the following is also an insured:

a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

### 3. EXCLUSION- MOBILE EQUIPMENT

1. "SECTION I—COVERAGES, COVERAGE A., 2. Exclusions, h. Mobile Equipment" is deleted, and is replaced by the following:

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
GENERAL POLICY CHANGES – CON’T**

- (1) The transportation of “mobile equipment” by an “auto” owned or operated by or rented or loaned to any insured, or others; or
- (2) The use of “mobile equipment” in, or while in practice for, or while being prepared for, any racing, speed, demolition, or stunting activity; or the use of “mobile equipment” in connection with a performance, concert, sporting event, event, show, theatrical performance, exhibition or other form of entertainment. Use includes operation, training or monitoring of others, supervision, employment, hiring, leasing, renting, borrowing, lending, or “loading or unloading”, whether owned or operated by any insured or others.

2. “SECTION V—DEFINITIONS, 12. “Mobile equipment”” is amended by adding the following:

- g. Vehicles of any nature or type, including but not limited to motorized off-road or all-terrain vehicles, which are used in connection with a performance, concert, event, show, theatrical performance, exhibition or other form of entertainment. This includes any “mobile equipment” utilized by any “runner”, as defined in the Runner Endorsement.

**But the following equipment are not “mobile equipment”:**

Golf Carts originally designed for passenger transport; but coverage applies only to employees using the aforementioned vehicles within the scope of their employment and normal job duties. This insurance does not apply to any loss, claim, “suit”, cost, expense or liability for damages directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to any to non employee use of the aforementioned vehicles or employee use outside of the scope of their employment and normal job duties.

## **4. EXCLUSION- ASSAULT AND/OR BATTERY**

1. Section I - Coverages, Coverage A, 2. Exclusions, a. is deleted in its entirety and replaced with the following exclusion:
  - a. Expected or Intended Injury  
“Bodily injury” or “property damage” expected or intended from the standpoint of the insured, or its “employees”, patrons, customers, agents or any other person.
2. This insurance does not apply to any loss, claim, “suit”, cost, expense, or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to:
  - a. actual, threatened, provoked or unprovoked assault and/or battery whether caused by or at the instigation of or direction of any insured, its “employees”, patrons, customers, agents or any other person;
  - b. failure of any insured or anyone else for whom any insured is or ever was legally responsible to prevent or suppress assault and/or battery or the failure to provide a safe environment; or
  - c. employment, investigation, supervision, training, reporting of or retention of a person for whom any insured is or ever was legally responsible and whose conduct is included, directly or indirectly, in 2(a) or 2(b) above.

Policy #	1RA3GL0000179-01	Form Reference	2000
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
GENERAL POLICY CHANGES – CON'T**

## **5. EXCLUSION- INDOOR AIR**

This insurance does not apply to:

1. Any loss, claim, "suit", cost, expense or liability for damages, directly or indirectly based on, attributed to, arising out of, involving, resulting from or in anyway related to, caused or contributed to by indoor air, including but not limited to substances contained therein, such as gas, smoke, oil, dust or particulate matter; or
2. The cost, expense or liability for testing, abatement, mitigation, removal or disposal of indoor air, including but not limited to substances contained therein, such as gas, smoke, oil, dust or particulate matter; or
3. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with indoor air; or
4. Any obligation to share costs or expenses with or to repay someone else who must pay costs or expenses because of injury, liability or damages in connection with indoor air.

## **6. EXCLUSION- INJURY TO PERFORMERS**

This insurance does not apply to any loss, claim, "suit", cost, expense, or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to damage, injury or loss sustained by persons or organizations who are entertainers, talent or performers of any nature and their associated entourage, including but not limited to damage, injury or loss sustained during preparation, rehearsal, performance or breakdown activities. Entourage is defined as the staff, associated personnel, security, family, guests and other individuals whose presence is at the invitation of, or travel with the knowledge of the entertainer, talent or performer.

This exclusion applies whether or not the entertainer, talent or performer are compensated in any manner. This exclusion applies regardless of any express or implied obligation of the insured to indemnify or contribute with another because of damage, injury or loss to the entertainer, talent or performer or their associated entourage.

This exclusion does not apply to liability for direct, non-contractual indemnification damages which results from the alleged sole negligence of the Named Insured and supported by demonstrable evidence in the form of testimony and/or documentation and beyond mere assertions.

## **7. EXCLUSION- FIELD OF ENTERTAINMENT**

This insurance does not apply to any loss, claim, "suit", cost, expense, or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to:

- a. Actual or alleged activity which is claimed to be an intellectual property infringement or violation of any of the following rights or laws: copyright, patent, trade dress, trade secrets, trade name, trademark or service mark;
- b. Actual or alleged invasion of privacy;
- c. Actual or alleged libel, slander, or any form of defamation;
- d. Actual or alleged unauthorized use of titles, slogans, names, formats, ideas, characters, artwork, theme, plots or other material;
- e. Actual or alleged infringement of copyright or common law rights in literary, artistic or musical material, or actual or alleged infringement of literary, artistic or musical rights codes;
- f. Actual or alleged violation of United States Federal Communications Commission rules, regulations, interpretations, policies, statutes, laws or codes;
- g. Actual or alleged plagiarism, unfair competition, deceptive trade practice or piracy.



Policy #	1RA3GL0000179-01	Form Reference	2000
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
GENERAL POLICY CHANGES – CON’T**

## **8. EXCLUSION- ENTERTAINMENT ERRORS & OMISSIONS**

This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to:

1. Radio, Television and Motion Picture Producers' Errors & Omissions Liability;
2. Advertisers' Errors & Omissions Liability;
3. Broadcasters' Errors & Omissions Liability;
4. Publishers' Errors & Omissions Liability;
5. Damages arising from any publication or dissemination of literary or artistic work of any nature, including any musical material conducted or composed by or on behalf of the any Insured;
6. Liability arising out of contracts or agreements with labor unions, professional guilds or similar organizations.

## **9. EXCLUSION- STUNT ACTIVITY**

This insurance does not apply to any loss, claim, "suit", cost, expense, or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to "Stunt Activity". "Stunt Activity" means any activity, feat or trick requiring special or unconventional strength, skill, expertise, device or daring and specifically including but not limited to, activities involving or related to igniting alcoholic beverages.

## **10. EXCLUSION- RUNNER**

This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to the use of a hired or non-owned "auto" by an independent contractor or insured's employee, while performing services as a "runner," when the "runners" actions or activities are directed by the entertainer(s) or the entertainer(s) staff. Any independent contractor, or any insured's employee acting as a "runner", or any organization providing "runners", as independent contractors, will have no coverage under the provisions of this policy in connection with the use of hired or non-owned "autos" nor will the named insured have any coverage for any contractual obligation or indemnity provision in any written or verbal contract with such "runner."

"Runner" is defined to be a person or an organization providing the services of such person, who is retained by a promoter or its agents, to provide services to an entertainer(s) with whom the promoter has contracted, to perform at a show or event. The duties of a "runner" may include, but are not limited to, fulfilling a band's or entertainer's rider, gathering equipment, supplies, food, clothing, or other materials, for the entertainer or the entertainer's management or staff, the delivering of food to the entertainer from an outside source, driving the entertainer or the entertainer's staff to locations remote from that of the event for errands or personal services, and driving to acquire production or technical equipment for the event that is necessary only by virtue of a request made by the entertainer(s) or the entertainer's staff.

Policy #	1RA3GL0000179-01	Form Reference	2000
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
GENERAL POLICY CHANGES – CON’T**

## **11. EXCLUSION- FIREWORKS/PYROTECHNICS**

This insurance does not apply to any loss, claim, "suit", cost, expense, or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to the use, handling, storage or transportation of any explosives, fireworks, fuel-igniting, fuel-dispensing or pyrotechnic-type devices or displays of any kind, including but not limited to any materials or components of any of the above. For the purposes of this exclusion, flashpots are not included.

## **12. EXCLUSION- FLYING OBJECTS**

This insurance does not apply to any loss, claim, "suit", cost, expense, or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to "Flying Objects". "Flying Objects" means any object, projectile, material or substance (a) thrown or otherwise propelled into or toward an audience or crowd, and (b) thrown or otherwise propelled away from any stage, including but not limited to a side stage or back stage.

## **13. EXCLUSION- LIMITATION OF COVERAGE FOR LIQUOR LICENSED ESTABLISHMENTS**

The information provided in the policy application and submission process concerning the nature of the operation of your business is considered material to the process of underwriting, pricing and the offer of this policy. This information includes but is not limited to, the nature of your business operations, the type of clientele, including the age group which you intend to attract, your customer demographics, your types of promotions, type of entertainment, whether live music is provided, hours of operation and the nature of your food and drink specials.

This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to any occurrence where there has been a material change in the operation of your business from the information provided in the application and submission process, unless we are advised in writing, prior to any planned change in the nature of the operation of your business, and we agree to provide coverage for such change in operations, and you are in complete compliance with any Loss Control Standards and or any Risk Management Inspection Recommendations, and your policy is endorsed with the requested changes included.

Any and all changes must be advised to us, in writing, no later than 14 calendar days prior to the start of said changes. Based upon your provision of notice to us with regard to a planned change in the nature of the operation of your business, it may be necessary for us to charge an additional premium in order to provide coverage. If we agree to provide coverage based upon the payment of additional premium, said coverage will not be provided until receipt of the premium by us.

Policy #	1RA3GL0000179-01	Form Reference	2000
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
GENERAL POLICY CHANGES – CON’T**

## **14. EXCLUSION- RAP/HIP HOP LIVE CONCERT CONDITIONS**

This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to any **LIVE** rap/hip hop performance, show or event unless such a rap/hip hop event is specifically reported to us, in writing, at least 30 days prior to the event, using a Special Event Application, and the performance, show or event is specifically endorsed to the policy.

## **15. WARRANTY- INDEPENDENT CONTRACTORS**

As a condition of providing this insurance policy, you warrant that you will use best efforts to obtain from, and deliver to us at our request, certificates of insurance from all independent contractors providing evidence of:

1. Limits of liability equal to or greater than the limits provided by this policy; and
2. Coverage equal to or greater than the coverages provided by this policy; and
3. Adding Additional Insured status for any insured, any insured's legal entities and any landlord or landlord's legal entities.

You further warrant that you will make all reasonable efforts to obtain a full and complete copy of the insurance policy from independent contractors, upon our request to do so. If you fail to comply with this warranty, this insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to any independent contractor for which the above requirements have not been complied with, prior to any loss, claim, "suit", cost, expense or liability for damages.



Policy #	1RA3GL0000179-01	Form Reference	2000
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
GENERAL POLICY CHANGES – CON'T**

## 16. IN-WITNESS CLAUSE

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



\_\_\_\_\_  
Authorized Representative

Except as provided herein, all other terms, conditions, provisions, exclusions and endorsements of this policy remain the same and applicable.

**WE HAVE NO DUTY TO DEFEND ANY INSURED AGAINST ANY CLAIMS OR "SUITS" SEEKING DAMAGES FOR "BODILY INJURY" OR "PROPERTY DAMAGE" OR "PERSONAL INJURY" IN REGARD TO THE MATTERS COVERED BY THE ABOVE MENTIONED EXCLUSIONS AND WE HAVE NO DUTY TO PAY DAMAGES IN REGARD TO THE MATTERS COVERED BY THESE EXCLUSIONS. IF A "SUIT" OR CLAIM IS BROUGHT AGAINST ANY INSURED WHICH CONTAINS ALLEGATIONS RELATING IN ANY WAY TO THE MATTERS COVERED BY THESE EXCLUSIONS, WE WILL HAVE NO OBLIGATION OR LIABILITY TO PAY SUMS OR PERFORM ACTS OR SERVICES. SUCH LACK OF COVERAGE, LACK OF DUTY TO DEFEND AND LACK OF DUTY TO PAY DAMAGES MAY RESULT IN FINANCIAL LOSS TO THE NAMED INSURED AND/OR TO THOSE PERSONS INSURED UNDER THIS POLICY.**

Policy #	1RA3GL0000179-01	Form Reference	2050
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐  
☐

## CONTRACTUAL LIABILITY ENDORSEMENT

"SECTION V-DEFINITIONS 9." is deleted in its entirety and replaced by the following:

"Insured Contract" means:

- a. A contract for a lease of premises. Any such contract entered into by the Named Insured is not an "Insured Contract" under Section V-Definitions (9) in any respect unless the following conditions are met by the Named Insured:
  - (1) The premises subject to contract for lease is scheduled on Endorsement 1037.
- b. A sidetrack agreement; or
  - (1) Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad; or
- c. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
- d. An elevator maintenance agreement.

The following additional provisions apply to all "insured contracts":

1. That portion of a contract for a lease or license of premises that indemnifies any person or entity for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract;" and
2. That portion of a contract, agreement or obligation that indemnifies or has the effect of indemnifying any person or entity for damages, defense costs or any other liability or cost arising out of the indemnitee's, or its employee's, officer's, agent's or contractor's sole acts or omissions, is not an "insured contract".

**WE HAVE NO DUTY TO DEFEND ANY INSURED AGAINST ANY CLAIMS OR "SUITS" SEEKING DAMAGES FOR "BODILY INJURY" OR "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" IN REGARD TO CONTRACTUAL MATTERS NOT DEFINED AS INSURED CONTRACTS. IF A "SUIT" OR CLAIM IS BROUGHT AGAINST ANY INSURED WHICH CONTAINS ALLEGATIONS RELATING IN ANY WAY TO THE MATTERS NOT DEFINED AS INSURED CONTRACTS, WE WILL HAVE NO OBLIGATION OR LIABILITY TO PAY SUMS OR PERFORM ACTS OR SERVICES. SUCH LACK OF COVERAGE, LACK OF DUTY TO DEFEND AND LACK OF DUTY TO PAY DAMAGES MAY RESULT IN FINANCIAL LOSS TO THE NAMED INSURED AND/OR TO THOSE PERSONS INSURED UNDER THIS POLICY.**

Except as provided herein, all other terms, conditions, provisions, exclusions and endorsements of this policy remain the same and applicable.

Policy #	1RA3GL0000179-01	Form Reference	2056
Issued to:	D Texas Investments Inc	By:	

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐  
☐

## EXCLUSION - ACTION OVER

### COMMERCIAL GENERAL LIABILITY COVERAGE

Section 1 – Coverages, Coverage A, 2. Exclusion, e is deleted in its entirety and replaced with the following exclusion:

#### e. Employer's Liability

“Bodily injury” to:

- (1) An “employee” of the insured arising out of or in the course of:
  - (a) Employment by the insured; and/ or
  - (b) Performing duties, directly or indirectly, related or similarly related to, the nature of the insured’s business; or
- (2) The Spouse, child, parent, brother or sister of that “employee” as a consequence of Paragraph (1) above

This insurance does not apply to any loss, claim, “suit”, cost, expense, or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to any and all damage, injury or loss sustained by an “employee”.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**WE HAVE NO DUTY TO DEFEND ANY INSURED AGAINST ANY CLAIMS OR “SUITS” SEEKING DAMAGES FOR “BODILY INJURY” OR “PROPERTY DAMAGE” OR “PERSONAL AND ADVERTISING INJURY” IN REGARD TO THE MATTERS COVERED BY THIS EXCLUSION AND WE HAVE NO DUTY TO PAY DAMAGES IN REGARD TO THE MATTERS COVERED BY THIS EXCLUSION. IF A “SUIT” OR CLAIM IS BROUGHT AGAINST ANY INSURED WHICH CONTAINS ALLEGATIONS RELATING IN ANY WAY TO THE MATTERS COVERED BY THIS EXCLUSION, WE WILL HAVE NO OBLIGATION OR LIABILITY TO PAY SUMS OR PERFORM ACTS OR SERVICES. SUCH LACK OF COVERAGE, LACK OF DUTY TO DEFEND AND LACK OF DUTY TO PAY DAMAGES MAY RESULT IN FINANCIAL LOSS TO THE NAMED INSURED AND/OR TO THOSE PERSONS INSURED UNDER THIS POLICY.**

Except as provided herein, all other terms, conditions, provisions, exclusions and endorsements of this policy remain the same and applicable.



Policy #	1RA3GL0000179-01	Form Reference	2061
Issued to:	D Texas Investments Inc	By:	

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐  
☐

## EXCLUSION – RECORDING OR DISTRIBUTION OF MATERIAL

This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from, or in any way related to:

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Junk Fax Prevention Act (JFPA), and any amendment of or addition to such law;
- (4) The Do Not Call Implementation Act, and any amendment of or addition to such law;
- (5) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (6) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003, Junk Fax Prevention Act, Do Not Call Implementation Act or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**WE HAVE NO DUTY TO DEFEND ANY INSURED AGAINST ANY CLAIMS OR "SUITS" SEEKING DAMAGES FOR "BODILY INJURY" OR "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" IN REGARD TO THE MATTERS COVERED BY THIS EXCLUSION AND WE HAVE NO DUTY TO PAY DAMAGES IN REGARD TO THE MATTERS COVERED BY THIS EXCLUSION. IF A "SUIT" OR CLAIM IS BROUGHT AGAINST ANY INSURED WHICH CONTAINS ALLEGATIONS RELATING IN ANY WAY TO THE MATTERS COVERED BY THIS EXCLUSION, WE WILL HAVE NO OBLIGATION OR LIABILITY TO PAY SUMS OR PERFORM ACTS OR SERVICES. SUCH LACK OF COVERAGE, LACK OF DUTY TO DEFEND AND LACK OF DUTY TO PAY DAMAGES MAY RESULT IN FINANCIAL LOSS TO THE NAMED INSURED AND/OR TO THOSE PERSONS INSURED UNDER THIS POLICY.**

Policy #	1RA3GL0000179-01	Form Reference	L003
Issued to:	D Texas Investments Inc	By:	

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐  
☐

## LIQUOR LIABILITY– LIMITED COVERAGE

In consideration of the additional premium paid and evidenced on the Supplementary Declarations page:

1. (Section I) – Coverages, Coverage A, 2. – Exclusion, c. Liquor Liability does not apply.
2. Endorsement 1091, "General Exclusions", page (4) "EXCLUSION – LIQUOR" does not apply.
3. As respects the coverage provided by this endorsement, SECTION III - LIMITS OF INSURANCE is amended to include the following:
  - a. The Liquor Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included within the "liquor hazard".
  - b. Subject to a. above, the Liquor Each Occurrence Limit is the most we will pay for damages under Coverage A because of all "bodily injury" and "property damage" sustained by one or more persons or organizations included within the "liquor hazard" and arising out of any one "occurrence".
4. As respects coverage provided by this endorsement SECTION V - DEFINITIONS is amended as follows:
  - a. The definition of "occurrence" is replaced by the following:  
 "Occurrence" means the selling, serving or furnishing of any alcoholic beverage to any one person.
  - b. The following definition is added:  
 "Liquor hazard" means all "bodily injury" and "property damage" arising out of the selling, serving or furnishing of any alcoholic beverage.
5. As respects the coverage provided by this endorsement,
  - a. Section I - Coverages, Coverage A, 2. Exclusions, a. is deleted in its entirety and replaced with the following exclusion:
    - a. Expected or Intended Injury  
 "Bodily injury" or "property damage" expected or intended from the standpoint of any insured, or its "employees", patrons, customers, agents or any other person.
  - b. This insurance does not apply to any loss, claim, "suit", cost, expense, or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to:
    - (i) actual, alleged, threatened, provoked or unprovoked assault and/or battery whether caused by or at the instigation of or direction of any insured, its "employees", patrons, customers, agents or any other person;
    - (ii) failure of any insured or anyone else for whom any insured is or ever was legally responsible to prevent or suppress assault and/or battery or the failure to provide a safe environment; or

Policy #	1RA3GL0000179-01	Form Reference	L003
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

(iii) employment, investigation, supervision, training, reporting of or retention of a person for whom any insured is or ever was legally responsible and whose conduct is included, directly or indirectly, in b(i) or b(ii) above.

6. Payment for judgments or settlements of claim(s) or "suit(s)" to which this endorsement relates shall not exceed the limits of liability stated below:

For Each Occurrence Limit: \$1,000,000  
 In the Aggregate Limit: \$2,000,000  
 Deductible Each Occurrence: \$0

7. These limits are included in, and not in addition to, the Limits of Insurance shown on the Declaration Page of this policy. When the aggregate limit set forth in number 6 above has been exhausted, any duty to defend and/or indemnify immediately ends for any claim or "suit" already received and no further payments shall be made for any claim or "suit" related to this endorsement. "Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements."

Except as provided herein, all other terms, conditions, provisions, exclusions and endorsements of this policy remain the same and applicable.



# The Princeton Excess and Surplus Lines Insurance Company

Date Issued: 11/9/2015

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. (The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

INSURED D Texas Investments Inc

Policy No. 1RA3GL0000179-01

Endorsement Effective 11/9/2015 12:01 AM

Countersignature \_\_\_\_\_



(Authorized Representative)

by THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

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**THIS ENDORSEMENT CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY.**

This Policy is subject to the following:

## SERVICE OF PROCESS ENDORSEMENT

This endorsement specifies that:

We designate the Superintendent of Insurance, Insurance Commissioner, Director of Insurance, or other officer specified by law, pursuant to the laws of the State where this policy is delivered, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted in the State in which this policy is delivered, by, or on behalf of, the Named Insured or any beneficiary hereunder arising out of this Policy. We designate the General Counsel of The Princeton Excess and Surplus Lines Insurance Company, 555 College Road East, Princeton, New Jersey 08543 as the person to whom the said officer is authorized to mail such process or true copy thereof.

All other terms and conditions remain unchanged.

IL P 001 01 04

## U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**Named Insured :** D Texas Investments Inc

**Policy No. or Type of Policy:** 1RA3GL0000179-01

**Effective Date:** 11/9/2015

**Insurance Company:** Princeton Excess and Surplus Lines Insurance Company

**POLICYHOLDER DISCLOSURE NOTICE OF  
TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you now have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury--in concurrence with the Secretary of State, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION, IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE**

\_\_\_\_\_ I hereby elect to purchase Terrorism coverage as defined in the Terrorism Risk Insurance Act, as amended, for a prospective premium of \_\_\_\_\_.

\_\_\_\_\_ I hereby elect to have the exclusion for terrorism coverage attached to my policy. I understand that an exclusion will be attached to my policy and I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



## TERRORISM RISK INSURANCE ACT

The following is a partial summary of the Terrorism Risk Insurance Act, as amended, (hereinafter referred to as the Act). Only the provisions of the Act determine the scope of the insurance protection available for the losses covered under the Act. The Act has been extended through December 31, 2014.

The Act provides coverage for property and casualty insurance for "insured losses" as a result of an "act of terrorism." As stated in the Act:

- A. "Insured loss" means any loss resulting from an "act of terrorism" (including an act of war, in the case of worker's compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if such loss:
1. occurs within the United States; or
  2. occurs to an air carrier (as defined in section 40102 of title 49, United States Code), to a United States flag vessel (or a vessel based principally in the United States, on which US income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs, or at the premises of any United States mission.
- B. "Act of terrorism" means any act that is certified by the Secretary of State, in concurrence with the Secretary of State and the Attorney General of the United States:
1. To be an act of terrorism;
  2. To be a violent act or an act that is dangerous to:
    - a. human life;
    - b. property; or
    - c. infrastructure;
  3. to have resulted in damage within the United States, or outside of the United States in the case of:
    - a. an air carrier or vessel described in paragraph (5)(B) of Section 102 of the Act; or
    - b. the premises of a United States mission; and
  4. to have been committed by an individual or individuals, as part of an effort to coerce the civilian populations of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. Section 102 (1)(B) of the Act states "no act shall be certified by the Secretary as an act of terrorism if:
1. the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
  2. property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000."
- D. The Act also contains a "program trigger" in Section 103(e)(1)(B), pursuant to which the federal government does not pay compensation for losses resulting from a certified act occurring after December 31, 2007, unless aggregate industry insured losses from such a certified act exceed a certain amount, or "trigger." For insured losses occurring in 2008 and for all additional program years, the program trigger is \$100,000,000 of aggregate industry insured losses.

- E. The Act does not apply to: crop or livestock insurance; private mortgage insurance or title insurance; financial guaranty insurance issued by monoline financial guaranty insurance corporations; insurance for medical malpractice; health or life insurance; flood insurance provided under the National Flood Insurance Act of 1968; commercial automobile insurance; burglary and theft insurance; surety insurance; professional liability insurance (except Directors and Officers Liability); or farm owners multiple peril insurance.
- F. Under the Act for program years through December 31, 2014, the federal government will reimburse the insurance company for 85% of its insured losses in excess of a deductible, until aggregate "insured losses" in any Program Year exceed \$100 billion. Each insurer's deductible will be 20% of its direct earned premium for property and casualty insurance (as reported on Page 14 of the company's Annual Statement), over the immediately preceding calendar year.

For the purposes of determining such deductibles, direct earned premium means only the premiums earned on the commercial lines property and casualty insurance covered by the Act for U.S. risks or vessels, aircraft and foreign missions outside the U.S. covered by the Act.

Neither the insurance company (having met its statutorily mandated share as described above) nor the federal government will be liable for payment of any portion of "insured losses" under the Act that exceeds \$100 billion in the aggregate during any Program Year.

**FOR USE WITH: CG 21 87, CG 32 14 or CG 32 20 Conditional  
Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism  
Risk Insurance Act)**

**NOTICE TO POLICYHOLDERS**

**POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE**

This Notice has been prepared in conjunction with the **POTENTIAL** implementation of changes related to coverage of terrorism under your policy.

The Terrorism Risk Insurance Act established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program will terminate during the term of your policy unless extended by the federal government. Your policy will become effective (or will be renewed) while the federal Program is still in effect, but prior to a decision by the federal government on extension of the federal Program. If the federal Program terminates, or is extended with certain changes, during the term of your policy, then the treatment of terrorism under your policy will change. This Notice is being provided to you for the purpose of summarizing potential impact on your coverage. The summary is a brief synopsis of significant exclusionary provisions and limitations.

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in certain terrorism endorsement(s) in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

**YOUR POLICY AT START OF NEW POLICY TERM includes endorsement  
CG 21 73:**

This policy contains an endorsement excluding coverage for “certified acts of terrorism”, which is more fully defined in the endorsement.

**POTENTIAL CHANGE DURING THE TERM OF YOUR POLICY:**

**Endorsement CG 21 87, CG 32 14 or CG 32 20 is attached to your policy. Its provisions will become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:**



- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy; or
- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that increase insurers' statutory percentage deductible under TRIP for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you.

**Endorsement CG 21 87, CG 32 14 or CG 32 20 treat terrorism as follows:**

- Coverage for injury or damage arising out of a terrorism incident is excluded only if:
  - The total of all insured damage to all types of property (including business interruption losses sustained by owners or occupants of damaged property), from the incident, exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion; or
  - Fifty or more persons sustain death or serious physical injury; or  
*(To determine whether the threshold for property damage (\$25 million) and persons injured (fifty) is exceeded, multiple incidents of terrorism which occur within a seventy-two hour period and appear to be linked together or have a related purpose or common leadership behind them shall be considered to be one incident of terrorism.)*
  - The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or
  - The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
  - The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

**See the definition of terrorism in CG 21 87, CG 32 14 or CG 32 20 for purposes of the terrorism exclusion.**

COMMERCIAL GENERAL LIABILITY  
CG 21 73 12 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of "a certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
  - a. The act resulted in aggregate losses in excess of \$5 million; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

### **A. Applicability Of The Provisions Of This Endorsement**

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
  - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
  - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
    - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
    - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
    - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
  - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
  - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.



3. If the provisions of this endorsement do **NOT** become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.
- B.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:
1. "Terrorism" means activities against persons, organizations or property of any nature:
    - a. That involve the following or preparation for the following:
      - (1) Use or threat of force or violence; or
      - (2) Commission or threat of a dangerous act; or
      - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
    - b. When one or both of the following applies:
      - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
      - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
  2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.
- C.** The following exclusion is added:
- EXCLUSION OF TERRORISM**
- We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**
1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
  2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
  3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
  5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
  6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
    - a. Physical injury that involves a substantial risk of death; or
    - b. Protracted and obvious physical disfigurement; or
    - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs C.5. or C.6. are exceeded.

With respect to this Exclusion, Paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

Policy #	1RA3GL0000179-01	Form Reference	AI103
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐  
☐

## BLANKET ADDITIONAL INSURED- MANAGERS OR LESSORS

### SCHEDULE

Name of Person or Organization (Additional Insured): All Managers or Lessors of the Named Insured's premises, but only when: 1) evidenced by a written lease; and 2) for the premises location indicated in form 1037; and 3) executed prior to any "occurrence" subject to this endorsement.

"SECTION II - WHO IS AN INSURED" is amended to include as an additional insured the person or entity shown in the Schedule but only with respect to liability arising in that part of the designated premises leased, licensed or otherwise available to you and subject to the following additional exclusions:

1. This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages, directly or indirectly based on, attributable to, arising out of, involving, resulting from or in any way related to:
  - a. Any "occurrence" which takes place prior to your occupancy or after you cease to be an occupant in that premises; or
  - b. Structural conditions, alterations, construction, demolition, maintenance or other operations performed by or on behalf of the person or entity shown in the Schedule.
2. The person or entity named above is added as additional insured but only with respect to and solely with respect to liability imposed or sought to be imposed on such additional insured because of an alleged act or omission of the Named Insured. If liability for injury or damage is imposed or sought to be imposed on any additional insured because of the acts or omissions of any additional insured, or any person or organization under the direction or control of any additional insured, this insurance does not apply.

The naming of an additional insured will not increase our limit of liability. Except as provided herein, all other terms, conditions, provisions, exclusions and endorsements of this policy remain the same and applicable.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMPLOYEE BENEFITS LIABILITY COVERAGE**

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.  
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Coverage	Limit Of Insurance		Deductible		Premium
Employee Benefits Programs	\$1,000,000	each employee	\$0.00	each employee	[REDACTED]
	\$1,000,000	aggregate			
Retroactive Date:	11/09/2014				

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. The following is added to Section I – Coverages:****COVERAGE – EMPLOYEE BENEFITS LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph E. (Section III – Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

**b. This insurance applies to damages only if:**

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph G. of this endorsement.

**c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:**

- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or

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(2) When we make settlement in accordance with Paragraph 1.a. above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

## 2. Exclusions

This insurance does not apply to:

### a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

### b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

### c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

### d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

### e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

### f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

### g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

### h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

### i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

### j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

## B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages A and B are replaced by Supplementary Payments – Coverages A, B and Employee Benefits Liability.
2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.

## C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 4. of Section II – Who Is An Insured are replaced by the following:

### 2. Each of the following is also an insured:

- a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
- b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.



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4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
- Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
  - Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D. For the purposes of the coverage provided by this endorsement, Paragraph 3. of **Section II – Who Is An Insured** does not apply.
- E. For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:

**1. Limits Of Insurance**

- The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
  - Insureds;
  - "Claims" made or "suits" brought;
  - Persons or organizations making "claims" or bringing "suits";
  - Acts, errors or omissions; or
  - Benefits included in your "employee benefit program".
- The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
  - An act, error or omission; or
  - A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

**2. Deductible**

- Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- The terms of this insurance, including those with respect to:
  - Our right and duty to defend any "suits" seeking those damages; and
  - Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"
 apply irrespective of the application of the deductible amount.
- We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.



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F. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV – Conditions** are replaced by the following:

**2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:
  - (1) What the act, error or omission was and when it occurred; and
  - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

**b. Excess Insurance**

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:
  - (a) No Retroactive Date is shown in the Schedule of this insurance; or
  - (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.
- (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

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**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

- G.** For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

**EXTENDED REPORTING PERIOD**

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
  - a. This endorsement is canceled or not renewed; or
  - b. We renew or replace this endorsement with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
    - (2) Does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph **E.1.b.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **E.1.c.**

- H.** For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:
  - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
  - b. Handling records in connection with the "employee benefit program"; or
  - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.



COMMERCIAL GENERAL LIABILITY 04 35 02 02

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
  - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
  - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
  - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
  - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- I. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** Section are replaced by the following:
  5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
  18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
    - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.



Policy #	1RA3GL0000179-01	Form Reference	2052
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐

## PARKING OPERATIONS

### SCHEDULE

#### Description of Premises

D. HOUSTON INC DBA TREASURES 5647 WESTHEIMER, HOUSTON TX 77057 EXOTIC CLUB  
 AHD HOUSTIN INC DBA CENTERFOLDS 6166 RICHMONT, HOUSTON TX 77057 EXOTIC CLUB  
 D. RANKIN INC DBA TROPHY CLUB 1050 RANKIN RD, HOUSTON TX 77069 EXOTIC CLUB  
 DWG FM INC DBA SPLENDOR 7440 W. GREENS RD, HOUSTON TX 77069 EXOTIC CLUB  
 D. WESTWOD INC DBA TREASURES-LV 2801 WESTWOOD, LAS VEGAS NV 89109 EXOTIC CLUB  
 WL YORK INC DBA COVERGIRLS 10310 W. LITTLE YORK, HOUSTON TX 77075 EXOTIC CLUB  
 D PROCYON LLC DBA COVERGIRLS-LV 3355 PROCYON, LAS VEGAS NV 89102 EXOTIC CLUB

In consideration of the premium charged, the location(s) shown in the above schedule are added to the premises scheduled in Endorsment 1037 (Limitation of Coverage to Designated Premises or Projects), but solely with respect to "bodily injury" or "property damage" arising from the operations of parking motor vehicles.

Except as provided herein, all others terms, conditions, exclusions and endorsements of this policy remain the same.

Policy #	1RA3GL0000179-01	Form Reference	1027PL
Issued to:	D Texas Investments Inc	By:	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐  
☐

## ENDORSEMENT- AGGREGATE LIMITS OF INSURANCE PER LOCATION

1. It is understood and agreed that the following is added to the policy:

"SECTION III - LIMITS OF INSURANCE, 2.," The General Aggregate Limit applies separately to each of your "locations". "Location" means premises listed in the declarations and or scheduled on Endorsement 1037 and or Endorsement L003.

Except as provided herein, all other terms, conditions, provisions, exclusions and endorsements of this policy remain the same and applicable.

Policy #	1RA3GL0000179-01	ENDORSEMENT:	AMENDMENT
Issued to:	D Texas Investments Inc	By:	PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the following coverage part(s):

COMMERCIAL GENERAL LIABILITY ☒  
 COMMERCIAL PROPERTY ☐  
 LIQUOR LIABILITY ☐

COMMERCIAL INLAND MARINE ☐  
 CRIME ☐

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGE ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THE POLICY REFERENCED ABOVE IS AMENDED AS FOLLOWS:

This endorsement is effective : 11/9/2015  
 at 12:01AM

This Endorsement Expires: 11/9/2016  
 at 12:01AM

☐ Form 2000 is amended with the removal of #6 Exclusion-Injury to Performers, #12 Exclusion-Flying Objects & #14 Warranty-Independent Contractors.

**ALL OTHER POLICY FORMS, ENDORSEMENTS, AND EXCLUSIONS REMAIN UNCHANGED.**

PREMIUM:  
 SURPLUS LINES TAX:  
 SURCHARGE:  
 STAMPING FEE:

TOTAL DUE:





## **Incident Report Explanation and Instructions**

The Incident Report (IR) layout is intended to maximize the immediate information gathering and reporting at the time of an incident.

An explanation of the overall use; **DO NOT PROVIDE** this entire document to the patron or his representative. The only thing that will be provided, upon request, is the first page.

This page has general information and may include the patron's statement. As this would be provided at the time of the incident, it would be expected that the "Club/Venue Information" and the "Contact Information for Person Filing Report" would not be completed, certainly not in full, at the time of the patron's request. If you utilize this page for the Patron to write a statement, have him/her sign and date it. If possible, you may also wish to obtain a copy of the patron's driver's license.

The "Witness Statement Page" is intended to be used for statements; therefore it needs to be preprinted and available for staff use at the time of an incident. Anticipating that it may not be transmitted at the same time as the IR, it has "tag" information at the top to allow matching up with a previously submitted IR. That tag information is: "Insured Name," "DOI" (Date of Incident) and "Patrons Name." "Patrons Name" is the name of the patron from the first page, the name of the injured patron, the name of the patron with the potential complaint. This is not the name of the "Witness" (unless you are using this to obtain a statement from the injured/complaining patron).

Please do not make other changes to the form. The email address for transmission is [claims@rmsmg.com](mailto:claims@rmsmg.com). If there is an Agent or Broker on file, ***you*** should provide him or her a copy of the IR. **NOTE: Use of Contracted or Third Party Security does not alleviate the necessity of reporting Incidents.**

You must coordinate with the contractor to assure that he or she is are communicating to you all Incidents and that these in turn are forwarded to us. Incident reporting remains the Insured's responsibility.

The expectation is that under the following circumstances an IR will be completed and forwarded: any instance of medical/first aid treatment, any law enforcement involvement, any ejection, any slip and fall, any altercation, anyone found unconscious, and any other time you may feel an incident occurs which may result in action against you.

If in doubt, please fill in and report.



## Incident Report

\*Must complete a separate report for each incident.

RMS Hospitality Group  
100 Ring Road West  
Suite 202  
Garden City, NY 11530  
516.742.8585  
claims@rmshg.com

### Club/Venue Information

Insured Name:	Trading Name:
Date of Report Completion:	
Date of Incident (DOI):	Time of Incident: AM PM Shift Day:
Insured Location:	

### Contact Information for Person Filing Report

Full name:	Best Contact Time(i.e. M-W; 8-5):
Phone: EXT:	Cell Phone:
Fax:	Email:

### Patron Information

Full name:	D/L or SS#	State:
Mailing Address:	Occupation:	
City:	State:	Zip:
Daytime Phone #:	Eve. Phone #:	Cell Phone:
DOB:	Race:	Sex:
Height:	Weight (lbs):	Hair:
Eyes:	Alone Yes No	Companion Information:
Do you wear glasses/Contacts?	Yes No	Were they in use? Yes No

### Patron Statement

Please provide all the relevant information here:

### Medical Information

Where there visible injuries to patron?	Yes	No
Explain:		
Was the need for medical treatment apparent?	Yes	No
Were medical services offered?	Yes	No
Was ambulance requested?	Yes	No
If yes, provide Company and EMT name:		
Were medical services refused? If yes, provide name & Number	Yes	No

## Detail Page/s 3

**RMS Hospitality Group**  
100 Ring Road West  
Suite 202  
Garden City, NY 11530  
516.742.8585  
claims@rmshg.com

Lighting:	Normal	Other:			
Was the area inspected immediately following the incident?		Yes	No	By Whom?	
Patron Foot ware?					
Composition of floor:	Carpet,	Tile,	Cement,	Other	
	<input type="checkbox"/> Slope,	<input type="checkbox"/> Flat,	<input type="checkbox"/> Stair		
Immediate Surface Condition:	Clear	Dry	Other:		
Photos Taken:	Yes	No			
Camera Coverage:	Yes	No	Tape/Media Copied?	Yes	No
Location of Incident:					

Full name:	Email:	Cell Phone:
Phone:	EXT:	Best Contact Time(i.e. M-W, 8-5):

Full name:	Email:	Cell Phone:
Phone:	EXT:	Best Contact Time(i.e. M-W; 8-5):

Job Position:		
Was the patron noticeably intoxicated? How could you tell?	Yes	No
Was the patron cooperative?	Yes	No
Was anything noticeable before or after the incident? Explain:	Yes	No
Was patron asked to leave the premises?	Yes	No
Was patron escorted off premises?	Yes	No By Whom?
Did patron physically resist?	Yes	No
If yes, How?		

Were Law Enforcement Notified?		Yes	No
Date/Time of Arrival:			
Was a police report written?		Yes	No   Report # :
Citation # or Charge/Arrest :			
Officer Name:	Badge #:	Department:	Precinct:

RMS Hospitality Group - 100 Ring Road West, Suite 202 - Garden City, New York 11530





**HOSPITALITY  
GROUP**

# Incident Report

Detail Page/s 3

**\*Must complete a separate report for each incident.**

**RMS Hospitality Group**  
100 Ring Road West  
Suite 202  
Garden City, NY 11530  
516.742.8585  
claims@rmschg.com

Insured Name:						DOI:						Patron's Name:											
<b>Witness Statement</b>																							
Full name:										D/L or SS#							State:						
Mailing Address:										Occupation:													
City:				State:				Zip:				Best Contact Time(i.e. M-W; 8-5):											
Daytime Phone #:						Eve. Phone #:						Cell Phone:											
Email:																							
DOB:			Race:			Sex:			Height:				Weight (lbs):			Hair:			Eyes:				
Relationship to Patron:						Relative				Friend				Acquaintance						None			
Statement:                         																							
I have read this statement and affirm to the truth and accuracy of the facts contained herein. This statement was completed at (Location): Print Your Name:																							